EXHIBIT ONE

PROMISSORY NOTE

$1,000,000.00 Dated: February 21, 2006

FOR VALUED RECEIVED, Visionary Vehicles, LLC, a limited Liability Company, located at 172 Duane Street, New York, NY 10013, (hereinafter called "Maker"), hereby promise to pay to the order of Chinese Automobile Distributors of America LLC, a Limited Liability Company, located at 1648 Plaza Lane, Allentown, PA 18104, ("Payee"), the principal sum of One Million Dollars ($1,000,000.00) lawful money of the United States of America together with interest thereon at a rate of prime interest on the terms and conditions hereinafter set forth.

1. The entire principal sum and accrued interest thereon shall be payable on demand to Payee. This Note may be paid in whole or in part at any time without premium or penalty. Interest shall be payable monthly on or before the 5th day of the month unless otherwise deferred by Payee. Interest shall begin to accrue thirty days after the date of this Note first above written. No waiver of Maker's obligations hereunder shall be valid or enforceable unless made in writing signed by the Payee or the holder hereof.

2. The principal sum, interest thereon and all other sums due hereunder shall be payable without set-off or deductions at such place as Payee, from time to time, may designate.

3. Maker shall have the right to prepay the principal sum in whole but not in part, provided that (i) at least ten days prior written notice thereof has been given to Payee, and (ii) any such prepayment is accompanied by payment of all interest accrued hereunder to the date of prepayment.

4. If any payment of interest or principal or any other payment due hereunder is not paid within ten days when due, then the amount of such payment shall, until paid, bear interest at a rate of 3% per annum in excess of the interest rate specified above.

5. The happening of any of the following shall constitute an Event of Default hereunder:

The commencement of an involuntary case or the filing of a petition against Maker seeking bankruptcy of Maker under the Federal bankruptcy laws, as now or hereafter constitute, or under any other applicable Federal or State bankruptcy, insolvency, reorganization or other similar law, or seeking the appointment of a receiver, liquidator, custodian, trustee (or similar official) of Maker for any substantial part of its property, or seeking the winding-up or liquidation of its affairs (and such involuntary case of petition is not dismissed within 30 days after the filing thereof), or the commencement by Maker of a voluntary case or the institution by Maker of proceedings to be adjudicated a bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, under the Federal bankruptcy laws as now or hereafter constitution, or any other applicable Federal or state bankruptcy or insolvency or other similar law, or the consent by Maker to the appointment for taking possession by a receiver, liquidator, trustee, custodian (or other similar official) or Maker for any substantial part of its property, or the making by it of any assignment for the benefit of creditors.

6. If there shall occur an Event of Default described in Paragraph 5, the entire unpaid balance of principal with interest accrued thereon and all other sums due under this Note shall be immediately due and payable without notice on demand upon Maker. If the entire unpaid balance with interest accrued thereon shall, as a result of either of the preceding two sentences, be immediately due and payable, the unpaid balance of principal shall accrue interest at the rate specified hereinabove to the date of default and thereafter at a rate which shall be three percent (3%) higher than the rate specified hereinabove and all other sums due by Maker hereunder shall also be immediately due and payable; and payment thereof may be enforced and recovered in whole or in part at any time by one or more of the remedies provided to Payee in this Note or under applicable

law. In such case, Payee may also recover all costs of suit and other expenses in connection therewith, together with reasonable attorney's fees for collection, together with the interest on any judgment obtained by Payee at a rate which shall be three percent (3%) higher than the rate which would be in effect absent a default, including interest at that rate from and after the date of any execution, judicial or foreclosure sale until actual payment is made to Payee of the full amount due Payee.

7. Maker hereby waives presentment for payment, demand, notice of demand, notice of nonpayment or dishonor, protest and notice of protest of this Note, and all other notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note. Maker agrees that Maker's liability shall be unconditional, without regard to the liability of any other party, and shall not be affected in any manner by any indulgence, extension of time, renewal, waiver or modification granted or consented to by Payee. Maker agrees that additional makers, endorsers, guarantors, or sureties may become parties hereto without notice to Maker or affecting its liability hereunder. Maker hereby waives and releases all errors, defects and imperfections in any proceeding instituted by payee under the terms of this Note.

8. Confession of Judgment. Maker hereby authorizes and empowers the prothonotary or clerk or any attorney of any court of record to appear for and enter or confess judgment against Maker in favor of Payee, its successors or assigns, at any one or more times upon each and any event of default with release of errors, for all sums due and owing, waiving all relief from any and all appraisement, or exemption laws or rules of court now in force or hereafter enacted. Maker further authorizes and empowers any aforesaid person to appear for and to confess judgment against Maker in favor of Payee, it successors or assigns, in an action of replevin or other action to recover possession of any Collateral. No single exercise of either of the foregoing powers to confess judgment shall be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be valid, voidable or void, but the power shall continue undiminished any may be exercised from time to time upon each and any event of default as often as Payee, it successors or assigns shall elect, until such time as they have received payment in full of all sums secured hereby.

9. All rights and remedies of Payee under this Note an any applicable law are separate and cumulative, and the exercise of one shall not limit or prejudice the exercise of any other such rights or remedies. The enumeration in this Note of any waivers or consents by Maker shall not be deemed exclusive of any additional waivers or consents by Maker, which may be deemed to exist in law or equity. No delay or omission by payee in exercising any right or remedy shall operate as a waiver thereof. No waiver of any rights and remedies hereunder, and no modification or amendment of this Note, shall be deemed made by Payee unless in writing and duly signed by Payee. Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of Payee, and no single or partial exercise of any right or remedy under this Note shall preclude any other or further exercise thereof or any other right or remedy.

10. Maker will reimburse Payee, upon demand, for all costs and expenses incurred in connection with the collection and/or enforcement of this Note or any guaranty hereof or with respect to any litigation or controversy arising from this Note (including, without limitation, attorneys' fees) whether or not suit is actually instituted.

11. Maker agrees that this Note is made and executed in the Commonwealth of Pennsylvania, and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to contracts wholly performed within such jurisdiction, and the Maker and Payee hereby consent to In Personam Jurisdiction to the Court of Common Pleas of Lehigh County and the Federal District Court for the Eastern District of Pennsylvania.

12. This Promissory Note shall lapse and have no further force and effect upon the following event: Malcolm Bricklin is alive on the day that all funds held in escrow by J.P. Morgan on behalf of

Visionary Vehicles, L.L.C., are distributed in accordance with the Escrow Agreement, dated September 29, 2005, executed by Payee.

IN WITNESS WHEREOF, the undersigned has executed this Note as of the day and year first above written.

WITNESS:

Visionary Vehicles, L.L.C

Malcolm Bricklin, CEO

DISCLOSURE FOR CONFESSION OF JUDGMENT

Maker: Visionary Vehicles, LLC, a limited Liability Company, located at 172 Duane Street, New York, NY 10013.

Payee: Chinese Automobile Distributors of America LLC, EIN: 20-3616531, a Delaware Limited Liability Company. located at 1648 Plaza Lane, Allentown, PA 18104.

The Maker has executed, and/or is executing, on or about February 21, 2006 the following document(s) under which the maker is obligated to repay monies to Payee:

1. Promissory Note for One Million Dollars ($1,000,000.00) Dollars dated February 21, 2006.

A. THE MAKER ACKNOWLEDGES AND AGREES THAT THE ABOVE DOCUMENTS CONTAIN PROVISIONS UNDER WHICH PAYEE MAY ENTER JUDGMENT BY OF ITS RIGHTS JUDGMENT OR THEREUNDER KNOWINGLY CONFESSION AGAINST THE UNDERSIGNED. BEING FULLY AWARE TO PRIOR NOTICE AND A HEARING ON THE VALIDITY OF ANY OTHER CLAIMS THAT MAY BE ASSERTED AGAINST IT BY MAKER BEFORE JUDGMENT IS ENTERED, THE MAKER HEREBY FREELY, AND INTELLIGENTLY WAIVES THESE RIGHTS AND EXPRESSLY AGREES AND CONSENTS TO MAKER'S ENTERING JUDGMENT AGAINST IT BY CONFESS IGN PURSUANT TO THE TERMS THEREOF.

B. THE MAKER ALSO ACKNOWLEDGES AND AGREES THAT THE ABOVE DOCUMENTS CONTAIN PROVISIONS UNDER WHICH MAKER MAY, AFTER ENTRY OF JUDGMENT AND WITHOUT EITHER NOTICE OR A HEARING, FORECLOSE UPON, ATTACH, LEVY, TAKE POSSESSION OF OR OTHERWISE SEIZE PROPERTY OF THE MAKER IN FULL OR PARTIAL PAYMENT OF THE JUDGEMENT BEING FULLY AWARE OF ITS RIGHTS AFTER JUDGMENT IS ENTERED (INCLUDING THE RIGHT TO MOVE TO OPEN OR STRIKE THE JUDGMENT), THE MAKER HEREBY FREELY, KNOWWGLY AND INTELLIGENTLY WAIVES ITS RIGHTS TO NOTICE AND A HEARING AND EXPRESSLY AGREES AND CONSENTS TO PAYEE'S TAKING SUCH ACTIONS AS MAY BE PERMITTED UNDER APPLICABLE STATE AND FEDERAL LAW WITHOUT PRIOR NOTICE TO THE MAKER.

C. The Maker certifies that a representative of Payee specifically called the confession of judgment provisions in the above documents to the attention of the Maker, and/or that the Maker was represented by legal counsel in connection with the above documents.

D. The Maker hereby certifies: that its annual income exceeds $10,000.00, that all references to the Maker" above refer to all persons and entities signing below, and that the Maker received a copy hereof at the time of signing.

WITNESS:

MAKER: Visionary Vehicles, L.L.C.

Malcolm Bricklin, CEO

PROMISSORY NOTE

$1,000,000.00 Dated: March 17, 2006

FOR VALUED RECEIVED, Visionary Vehicles, LLC, a limited Liability Company, located at 172 Duane Street, New York, NY 10013, (hereinafter called "Maker"), hereby promise to pay to the order of Chinese Automobile Distributors of America LLC, a Limited Liability Company, located at 1648 Plaza Lane, Allentown, PA 18104, ("Payee"), the principal sum of One Million Dollars ($1,000,000.00) lawful money of the United States of America together with interest thereon at a rate of prime interest on the terms and conditions hereinafter set forth.

1. The entire principal sum and accrued interest thereon shall be payable on demand to Payee. This Note may be paid in whole or in part at any time without premium or penalty. Interest shall be payable monthly on or before the 5th day of the month unless otherwise deferred by Payee. Interest shall begin to accrue thirty days after the date of this Note first above written. No waiver of Maker's obligations hereunder shall be valid or enforceable unless made in writing signed by the Payee or the holder hereof.

2. The principal sum, interest thereon and all other sums due hereunder shall be payable without set-off or deductions at such place as Payee, from time to time, may designate.

3. Maker shall have the right to prepay the principal sum in whole but not in part, provided that (i) at least ten days prior written notice thereof has been given to Payee, and (ii) any such prepayment is accompanied by payment of all interest accrued hereunder to the date of prepayment.

4. If any payment of interest or principal or any other payment due hereunder is not paid within ten days when due, then the amount of such payment shall, until paid, bear interest at a rate of 3% per annum in excess of the interest rate specified above.

5. The happening of any of the following shall constitute an Event of Default hereunder:

The commencement of an involuntary case or the filing of a petition against Maker seeking bankruptcy of Maker under the Federal bankruptcy laws, as now or hereafter constitute, or under any other applicable Federal or State bankruptcy, insolvency, reorganization or other similar law, or seeking the appointment of a receiver, liquidator, custodian, trustee (or similar official) of Maker for any substantial part of its property, or seeking the winding-up or liquidation of its affairs (and such involuntary case of petition is not dismissed within 30 days after the filing thereof), or the commencement by Maker of a voluntary case or the institution by Maker of proceedings to be adjudicated a bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, under the Federal bankruptcy laws as now or hereafter constitution, or any other applicable Federal or state bankruptcy or insolvency or other similar law, or the consent by Maker to the appointment for taking possession by a receiver, liquidator, trustee, custodian (or other similar official) or Maker for any substantial part of its property, or the making by it of any assignment for the benefit of creditors.

6. If there shall occur an Event of Default described in Paragraph 5, the entire unpaid balance of principal with interest accrued thereon and all other sums due under this Note shall be immediately due and payable without notice on demand upon Maker. If the entire unpaid balance with interest accrued thereon shall, as a result of either of the preceding two sentences, be immediately due and payable, the unpaid balance of principal shall accrue interest at the rate specified hereinabove to the date of default and thereafter at a rate which shall be three percent (3%) higher than the rate specified hereinabove and all other sums due by Maker hereunder shall also be immediately due and payable; and payment thereof may be enforced and recovered in whole or in part at any time by one or more of the remedies provided to Payee in this Note or under applicable

law. In such case, Payee may also recover all costs of suit and other expenses in connection therewith, together with reasonable attorney's fees for collection, together with the interest on any judgment obtained by Payee at a rate which shall be three percent (3%) higher than the rate which would be in effect absent a default, including interest at that rate from and after the date of any execution, judicial or foreclosure sale until actual payment is made to Payee of the full amount due Payee.

7. Maker hereby waives presentment for payment, demand, notice of demand, notice of nonpayment or dishonor, protest and notice of protest of this Note, and all other notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note. Maker agrees that Maker's liability shall be unconditional, without regard to the liability of any other party, and shall not be affected in any manner by any indulgence, extension of time, renewal, waiver or modification granted or consented to by Payee. Maker agrees that additional makers, endorsers, guarantors, or sureties may become parties hereto without notice to Maker or affecting its liability hereunder. Maker hereby waives and releases all errors, defects and imperfections in any proceeding instituted by payee under the terms of this Note.

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11. Maker agrees that this Note is made and executed in the Commonwealth of Pennsylvania, and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to contracts wholly performed within such jurisdiction, and the Maker and Payee hereby consent to In Personam Jurisdiction to the Court of Common Pleas of Lehigh County and the Federal District Court for the Eastern District of Pennsylvania.

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Visionary Vehicles, L.L.C., are distributed in accordance with the Escrow Agreement, dated September 29, 2005, executed by Payee.

IN WITNESS WHEREOF, the undersigned has executed this Note as of the day and year first above written.

WITNESS:

Visionary Vehicles, L.L.C.

Malcolm Bricklin, CEO

DISCLOSURE FOR CONFESSION OF JUDGMENT

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C. The Maker certifies that a representative of Payee specifically called the confession of judgment provisions in the above documents to the attention of the Maker, and/or that the Maker was represented by legal counsel in connection with the above documents.

D. The Maker hereby certifies: that its annual income exceeds $10,000.00, that all references to the Maker" above refer to all persons and entities signing below, and that the Maker received a copy hereof at the time of signing.

WITNESS:

MAKER: Visionary Vehicles, L.L.C.

Malcolm Bricklin, CEO

AGREEMENT

This Agreement is made this 17th, day of March, 2006, by Visionary Vehicles, L.L.C., a Delaware Limited Liability Company (hereinafter known as "VV"), and Chinese Automobile Distributors of America, LLC, a Delaware Limited Liability Company (hereinafter known as "CADA").

Whereas, CADA has agreed to and authorized the distribution of Two Million ($2,000,000), Dollars (hereinafter known as the "Funds") to be directly invested into VV; and

Whereas, CADA has deposited the aforementioned Funds into VV's bank account at Commerce Bank, 25 Hudson Street, New York, NY 10013, Account Number 7918552287; and

Whereas, in consideration for CADA's performance and direct investment of the aforementioned Funds in VV, VV has agreed and has authorized additional shares of VV to be issued to CADA; and

Whereas, as additional consideration, VV has agreed to the release of the original Two Million ($2,000,000) Dollar Standby Letter of Credit of CADA issued in favor of VV on October 20, 2005, and held by J.P. Morgan Chase Bank N.A., (hereinafter the Escrow Agent) in accordance with the Escrow Agreement, executed by VV and Escrow Agent on September 29, 2005; and

Now Therefore, in consideration of the terms and covenants set forth below, the above parties agree as follows:

1. **Direct Investment:** CADA has invested Two Million ($2,000,000) Dollars directly into VV through two wire transfers, the first wire transfer of One Million ($1,000,000) Dollars on February 21, 2006 and the second wire transfer of One Million ($1,000,000) Dollars on March 17, 2006.

2. **Release of LOC:** In consideration for the direct investment of Funds by CADA in VV, VV has agreed to issue additional membership units of VV to CADA, which CADA acknowledges it has received the agreed upon membership units in the form of Subscription Agreements, executed by VV and CADA on or about February 17th, 2006.

As additional consideration for the direct investment of Funds by CADA in VV, VV acknowledges and agrees that said direct investment of Funds is in substitution of CADA's Two Million ($2,000,000) Dollar Letter of Credit issued in favor of VV on October 20, 2005, Letter of Credit Reference Number 18102344-00-000. Therefore, VV affirmatively agrees to authorize the Escrow Agent to release the original Letter of Credit, Reference Number 18102344-00-000, from Escrow, by authorization letter from VV and/or by VV executing any and all documents required by Escrow Agent to effectuate the purpose of this Paragraph 2 and this Agreement, and to send the original Letter of Credit, Reference Number 18102344-00-000, to CADA, at is address of 1648 Plaza Lane, Allentown Pennsylvania, 18104, to the attention of David B. Rothrock, Managing Member, within ten (10) business days of the execution of this Agreement by the CADA and VV.

3. **Certificate(s) of Membership**: VV hereby acknowledges and agrees that VV shall issue one, or more than one, Certificate(s) of Membership in Visionary Vehicles, L.L.C., to CADA, which shall in total, equal 9,333,335 membership units in Visionary Vehicles, L.L.C. VV hereby agrees to issue the Certificate(s) of Membership in Visionary Vehicles, L.L.C. and send the Certificate(s) to CADA within ten (10) business days of execution of this Agreement.

4. **Entire Agreement**: This Agreement sets forth the entire understanding and Agreement between the parties with respect to the subject matter hereof, and neither party has made to the other any promise, statement, representation, warranty or covenant not expressly, set forth herein.

5. **Amendments**: No modification of this Agreement shall be valid unless in writing and signed by the parties hereto.

6. **Severability/Waiver**: If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which Agreement shall otherwise remain in full force and effect. No waiver of any of the provisions of this Agreement shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced.

7. **Parties**: All the terms, covenants, conditions, representations, warranties and promises set forth herein shall inure to the benefit of the parties hereto, and their respective successors and assigns.

In Witness Whereof, the parties hereto have caused this Agreement to be duly executed and acknowledged by their respective corporate officers the day and year first written above:

Visionary Vehicle, L.L.C.

____

Malcolm Bricklin, CEO

Chinese Automobile Distributors of America, LLC

____

David B. Rothrock, Managing Member